



**GREEN BUILDINGS**  
FACILITY MANAGEMENT L.L.C

CN -1184131

## **WATER TANK CLEANING SERVICE CONTRACT**

**BETWEEN**

### **M/S. GREEN BUILDINGS FACILITY MANAGEMENT L.L.C**

Office no-502-01, Voyage Travels  
Building Electra Street  
P.O. Box: 62652, Abu Dhabi, UAE  
Email: [arun@gbfm.ae](mailto:arun@gbfm.ae)  
Web: [www.gbfm.ae](http://www.gbfm.ae)  
Tel.no: 02-550-6361, Mob. No:  
0564014730

**AND**

### **M/S. Shining Star International School**

Shabiya 12, Musaffah, Abu  
Dhabi, UAE  
Email: [info@ssis.ae](mailto:info@ssis.ae)

**Ref: Service Agreement No: CSQ/2206/000023 & effective from 1<sup>st</sup> May 2022**

**Dated: 1<sup>st</sup> May-2022**

Between:

M/s. **Green Buildings Facility Management L.L.C**, the registered address of which is P. O. Box 62652, Abu Dhabi, UAE. Tel: 02-678-7663, Fax: 02-550-6362, Mobile. No: 0564014730 and is represented by its General Manager, Mr. Thomas Samuel (Hereinafter referred to as the "First Party").

And

M/s. **Shining Star International School**, the registered address of which is at Shabiya 12, Musaffah and which is represented by....., (Hereinafter referred to as the "Second Party").

Witnessed: Whereas the Second Party wishes to carry out the water tank cleaning (the "Service") as per schedule attached, from the first party, and the first party wished to provide this service to the second party when required, as mentioned below.

#### **Water Tank Cleaning Charges**

S.No	Tank Details	QTY	Unit Price	Total Charges
1	Main Tank 50,000 USG	1	AED 1,154	AED 1,154
2	Roof Tank 5,000 USG	3	AED 500	AED 1,500
3	Roof Tank 1,500 USG	5	AED 231	AED 1,154
4	Water Coolers	8	AED 115	AED 923
5	Microbiological Tests	2	AED 120	AED 240
Total				AED 4,971
VAT @ 5%				AED 249
Charges Inclusive of VAT				AED 5,219
Annual Charges				AED 10,439
<b>Dirham's Ten Thousand Four Hundred Thirty Nine Only</b>				

**Contract Period: May 1, 2022 – April 30, 2023**

**PAYMENT TERMS:** Payment shall be made within 30 days on submission of our invoice after completion of each service.

Whereas Green Buildings has available organization, knowledge, experience and technical services in UAE to carry out such type of work in first class manner.

Now, in reliance on the representation, and the mutual and dependent promises of the parties set forth herein, parties agree as follows: -

Agreement Document: Means to present document signed by the two parties comprising of all clauses such as hereinbefore, herein, hereafter, hereof and hereunder, refer to this agreement as a whole unless the context clearly otherwise requires.

#### **Article 1:**

- 1.1. This agreement shall consist of this signed document and the following appendix referred to herein and made a part of this agreement.
- 1.2. The said agreement sets forth the entire Agreement between the parties pertaining to work and supersedes all enquiries, proposals, agreements, negotiation and commitments whether written or oral prior to date of execution of the agreement pertaining to the said work of agreement. Provision of this agreement can be changed only in writing, executed by Both Parties.

#### **Article 2: Commencement of Cleaning**

- 2.1 The cleaning operation shall be carried out once in a six months, but at mutually agreed time and date between both the parties, in which preference will be given to the Second Party's requirements based on their agreement and legal requirements.
- 2.2 The First Party shall provide complete information and instructions to the Second Party regarding precautionary measure to be taken before, during and after the cleaning.

#### **Article 3: Scope of Work:**

- 3.1 The First Party shall arrange to carry out tank cleaning to eradicate the remove the debris, mould, sand from the base of the tank and disinfection after that/ approved chemicals confirming to the municipality and health regulation, in the area as stated above, as per schedule given by 2<sup>nd</sup> party.
- 3.2 The water samples will be collected by lab representative after tank cleaning and results will be submitted within 15 days of collection.
- 3.3 The First Party shall provide the Second Party with the requisite service reports

#### **Article 4: Warranty:**

- 4.1 The First Party should ensure Tank cleaning will be effective for the period of Six Months. However, in case water samples does not meet the local guidelines for particular tank. The First Party will clean the tank as per customer satisfaction.

#### **Article 5: Chemical and Cleaning:**

- 5.1 The First Party hereby undertakes to use only the chemicals (i.e. 1). Aqua Kleene approved by the U.A.E. government, However, should there be a need to change any chemical or application method, the Second Party's written prior approval is required.
- 5.2 The First Party is expected to obtain the renewal certificates of approved chemicals and forward those copies to the Second Party in timely manner.

- 5.3. The Second Party has the right to request for the necessary approval or replacement of the new chemical as he sees appropriate.

**Article 6: Payment:** Payment must be made within 30 days of submission of invoice.

- 6.1 The First Party will provide the Second Party with invoices in respect of all payments for the services provided pursuant to this Agreement. The invoice must be in English and quoted in United Arab Emirates Dirham's (AED).
- 6.2 All invoices must contain: The First Party name and address; the detailed description of the Services provided to the Second Party during the relevant invoice period; and a statement of the cumulative work input and payments under this Agreement.
- 6.3 Subject to Green Building's compliance and service delivery in accordance with this Agreement the Second Party will pay the undisputed amount of each invoice within 30 days of the date of receipt of the invoice.

**Article 7: Termination:**

- 7.1 Either party has the right to terminate this agreement by serving one month advance Notice to the other Party.
- 7.2 Either party may terminate this agreement by notice in writing to the other if the other is in material breach of this agreement and has failed (where the breach is capable of remedy) to remedy the breach within 30 days of receipt of a request in writing from the party not in the breach to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in the termination of this agreement. If a party commits a material breach that is incapable of being remedied then the other party may terminate this agreement immediately by notice to the other party.
- 7.3 The Second Party may terminate this Agreement immediately by notice to the First Party if it becomes the subject of a voluntary arrangement in connection with its debts, is unable (in the opinion of the Second Party) to pay its debts as they fall due, has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income or has passed a resolution for its winding-up.
- 7.4 Subject to the remaining provisions of this clause, following the expiration or termination of this Agreement in accordance with its terms, neither Party will have any further obligation or right with respect to the other Party. All provisions of this Agreement which in order to give effect to their meaning need to survive termination will remain in full force and effect.
- 7.5 In the event that this Agreement expires or is earlier terminated, each party will where applicable return to the other all property belonging to the other party. The expiration or earlier termination of this Agreement will not prejudice or affect any right of action or remedy which may have accrued or may thereafter accrue to either Party.

- 7.6 Following termination of this Agreement, the First Party will, at the Second Party's request, complete and deliver all work-in-progress in respect of any service that are in process immediately prior to the time of termination.
- 7.7 In the event that any differences or disputes arise between the parties in respect of any clause of this agreement, the parties shall attempt to settle the dispute amicably. If no agreement is reached, then Abu Dhabi Courts Department shall have jurisdiction to finally resolve the dispute.

**Where this Agreement is terminated:**

By the Second Party pursuant to a breach by the First Party, the Second Party shall not be liable to pay the First Party for services from the date of breach; or

By the Second Party pursuant to par 2 (voluntary arrangement (etc) or without cause or by the First Party pursuant to a breach by the Second Party or without cause, the Second Party will pay the First Party for services provided to the Second Party up to the date of termination, at the Fees set out in the Agreement;

Provided that nothing in this clause will prejudice any other right or remedy available to Second Party under this Agreement or at law.

As a token of your acceptance please sign and return a copy of this letter for our office records. Thanking you and assuring you of our best services and co-operation at all times. CONTACT DETAILS: (Emergency)

Operations: **Mr. Bernado** (Operations Incharge)

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Tel: +971 2 550 6361

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT the day and year first above written.

For Green Buildings Facility Management LLC	Shining Star International School
  <p>Sign and Stamp</p>	  <p>Sign and Stamp</p>